

EXHIBIT A

NORTH CAROLINA
CUMBERLAND COUNTY

IN THE GENERAL COURTS OF JUSTICE
DISTRICT COURT DIVISION
FILE NO.: 19 CVS 12109

2019 OCT -8 P 4: 28

BEAR INVESTMENTS, LLC,

Plaintiff,

vs.

PENN NATIONAL MUTUAL
CASUALTY INSURANCE
COMPANY,

Defendant.

COMPLAINT

NOW COMES the Plaintiff, Bear Investments, LLC, by and through the undersigned, and complaining of the Defendant, Penn National Mutual Casualty Insurance Company, and alleges and says the following:

1. Plaintiff is a validly existing North Carolina limited liability company having its registered and principal offices in Cumberland County, North Carolina, and at all times relevant hereto, doing business in and about Cumberland County, North Carolina.

2. Defendant is a corporation organized and existing under and by virtue of the laws of some state unknown to Plaintiff. Defendant is engaged in the insurance business and has its home office in Harrisburg, Pennsylvania. Defendant is duly authorized to engage in the insurance business in the State of North Carolina.

FIRST CAUSE OF ACTION

3. Defendant issued Plaintiff an insurance policy, Policy Number: CL9 0675927, for a face amount in excess of four million dollars, providing coverage for a commercial building owned by Plaintiff and located at 815 Gillespie Street, Fayetteville, NC, 28306.

4. The policy provided among other things, that if Plaintiff suffered a loss due to structural damage resulting from a hurricane during the life of the policy, Defendant would pay to Plaintiff a certain amount, as provided by the policy.

5. On or about October 8, 2016, the insured property was severely damaged as a result of Hurricane Matthew.

6. The insurance policy was in full effect on the date that Plaintiff's loss occurred.

7. Plaintiff filed a proof of loss form as required by the policy and made demand upon Defendant for settlement under the policy. Defendant has failed and/or refused to pay Plaintiff as provided in the insurance policy, and such refusal is unwarranted.

8. Under the terms of the policy, Defendant is indebted to Plaintiff in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiff respectfully prays the Court to have and recover of the Defendant as follows:

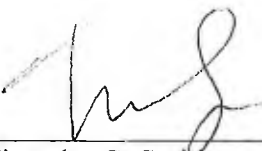
1. That Plaintiff recover judgment against Defendant in an amount in excess of \$25,000.00, to be further shown at the trial of this matter.

2. That Plaintiff recover such further and other relief as the Court deems appropriate.

This the 9th day of October, 2019.

YARBOROUGH, WINTERS & NEVILLE, P.A.

By:



Timothy C. Smith
N.C. Bar No. 37060
Attorney for Plaintiff
Post Office Box 705
Fayetteville, North Carolina 28302
Telephone: (910) 433-4433